



REQUEST FOR PROPOSAL (RFP)

Storage Area Network Business Continuance Solution

RFP No. SHR03-03



**County of San Bernardino
Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061
October 2003**

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I. INTRODUCTION

A. Purpose

The San Bernardino County Sheriff's Department (hereafter referred to as "SBCSD"), a department of the County of San Bernardino (hereafter referred to as "COUNTY"), is interested in obtaining from a qualified Vendor a Storage Area Network (SAN) and business continuance solution to accomplish three main goals:

1. The proposed storage solution must provide enterprise class availability, security, and scalability while crossing data center, network and geographic boundaries.
2. The proposed storage solution must ensure backup, recovery and business continuity for both user data and MS Exchange messaging and must integrate with SBCSD's enterprise-wide data backup solution currently installed.
3. The proposed storage solution must provide console-based manageability, real time health monitoring and event management.

SBCSD is soliciting responses to this Request for Proposal (RFP) from qualified Vendors. It is the intent of SBCSD to establish a mutually beneficial relationship with a Vendor who is committed to providing solutions to meet all of our requirements. SBCSD will not accept partial bids, and prefers to purchase all components of this RFP hardware, software, integration, training, documentation, and any other support services from a single Vendor.

B. Mandatory Vendor Requirements

All Vendors must:

1. Possess and maintain all appropriate licenses necessary in the performance of duties required under this proposal. Vendor will provide copies of licenses upon request.
2. Have a minimum five (5) years experience in Storage Area Network design and implementation. Having provided this type of equipment/service to agencies (public or private) of the same or similar size as SBCSD.
3. Have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).
4. Must be able to negotiate a warranty that includes original major components.
5. Must be licensed to do business in the State of California.
6. Provide five (5) references from other law enforcement agencies or business clients that you have established a contract with on a project of this nature, of same or similar size as SBCSD. Provide Name of Company, Contact Name, Address, Phone Number, and dates services were provided and a brief description of the work performed for the client. This information must be included on Attachment E, References

C. Period of Contract

The term of any contract awarded pursuant to this RFP will be for a period not to exceed three (3) years, beginning from the date the contract is signed. Notwithstanding the foregoing, any contract may be terminated at any time, with or without cause, by SBCSD or by Vendor upon thirty-days (30) advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

Dave Rozonsky
San Bernardino County Sheriff's Department
Technical Services Manager
655 East Third Street
San Bernardino, CA 92415

Fax Number: (909) 387-3479

Email: drozonsky@sbcscd.org

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

E. Admonition to Vendors

As of the issuance of this RFP, Vendors are specifically directed not to contact COUNTY or SBCSD personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Paragraph G below.

F. Questions

Questions regarding the contents of this RFP must be submitted in writing by e-mail, fax or US mail **on or before 3:00 p.m. (PST) October 20th, 2003**, and be directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated to all proposal conference attendees.

Dave Rozonsky
San Bernardino County Sheriff's Department
Technical Services Manager
655 East Third Street
San Bernardino, CA 92415

Fax Number: (909) 387-3479

Email: drozonsky@sbcscd.org

G. Mandatory Proposal Conference

There will be a mandatory proposal conference at the San Bernardino County Sheriff's Department, 655 East Third Street, San Bernardino, CA, **at 9:00 a.m. (PST) October, 27th 2003**. No proposal will be accepted from a Vendor who fails to attend the proposal conference. SBCSD may issue an addendum to the RFP after the proposal conference if SBCSD considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda.

H. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph D **no later than 3:00 p.m. (PST) November 12th, 2003**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

*** END OF THIS SECTION ***

II. PROPOSAL TIMELINE

Deadline for Submission of Final Questions	3:00 p.m. (PST) on October 20th, 2003.
Mandatory Proposal Conference	9:00 a.m. (PST) on October 27th, 2003
Deadline for Proposals	3:00 p.m. (PST) on November 12th, 2003.
Tentative Date for Awarding Contract	December 2003

*** END OF THIS SECTION ***

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit SBCSD or County to award a contract. SBCSD reserves the right to accept or reject any or all proposals if SBCSD determines it is in the best interest of SBCSD to do so. SBCSD will notify all Vendors in writing, if SBCSD rejects all proposals.

B. Modifications

SBCSD reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time. Due to the unlimited possibilities of a hardware solution, a Vendor may submit more than one Proposal, but no more than three. All of the Proposals shall be complete and comply with all requirements of this RFP. Please, submit each Proposal in the same format, and it should be separately bound and identified. It is mandatory for all Vendors to provide all required electronic documentation using Microsoft Word or PDF file formats.

D. Incurred Costs

This RFP does not commit SBCSD to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.

E. Negotiations

SBCSD may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

F. Disclosure of Criminal and Civil Proceedings

The county reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by SBCSD or by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

G. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

*** END OF THIS SECTION ***

IV. SCOPE OF WORK

A. Background Information

SBCSD currently uses either internal storage arrays or direct attached storage (DAS) to house critical data. These methods severely limit enterprise-wide management capabilities, reduce disaster recovery options and have become outdated. As SBCSD reduces our dependence on these methods, a sound storage solution incorporating proven disaster recovery techniques will be required. Thus, the purpose of this project is to provide a data storage solution to meet the anticipated demand for a highly scalable, continuously available storage infrastructure that crosses data center, network and geographic boundaries.

Today SBCSD has a mixture of servers installed at the primary site supporting numerous applications including CAD/RMS, Pictometry, e-mail, database, file and print services. The existing storage infrastructure serving these business applications is predominately internal or directly connected to the servers they support. SBCSD's servers are interconnected using a local area network and wide area network to communicate and exchange data.

SBCSD will be looking for two independent storage devices, both incorporating a high availability failover/failback scenario that in the event of a disaster or scheduled downtime interruption at the primary site (the Sheriff's headquarters building), the MS Windows production servers are transparently redirected to a remote site (Victorville City area). No reconfiguration or networking rerouting should be required to accomplish this task. To ensure that consistent copies of local volumes are maintained at the remote site, data mirroring and snapshot technology must be implemented. When the primary site comes back online, the replication functions will allow the production volumes to be re-synchronized with the remote volumes to pick up any missing transactions, and the servers are redirected back to the primary site to resume normal operations. The ability to have data stored in a mirror, and backed up and restored from this mirror is critical. All software and hardware must be fully compatible with MS Windows environment and Microsoft clustering technologies. The SAN must support 1500+ users connecting simultaneously. The chosen Vendor will provide training in areas of configuring, troubleshooting and maintaining of SAN solution (advanced level technical support for all components of the SAN must also be included). SBCSD is searching for a SAN solution that will render the ability to grow as needed, fully integrate distributed storage networks and provide an easily managed storage administration console throughout the enterprise. The SAN shall support NSI's DoubleTake software, MS Exchange (5.5, 2000 and 2003) and it must be fully compatible with CommVault's Galaxy for Exchange Backup/Archiving solution.

B. Minimum Hardware and Functional Requirements

Sheriff's Headquarters (Device one)

SAN Hardware

Device one:

Key specifications are as follows:

- **10 TB** of data storage.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Fault tolerant architecture. A minimum of two storage connectivity paths (no single point of failure) between any server and its associated storage device(s).

- Fibre channel switches of sufficient quantity for hosts, tape libraries, etc.
- 2 GB Fibre Channel front end and back end port connectivity.
- Dynamic I/O load balancing.
- Non-disruptive upgrades of hardware microcode.
- Non-disruptive storage scalability.
- Disk hot-swapping capability.
- Data integrity and security capabilities must be incorporated in the storage infrastructure.
- Redundant power and cooling.
- Support multiple RAID level groups.
- RAID controllers with battery backup independent of other hardware.
- Connection for 12 host servers.
- 2 GB Host Bus Adapters (HBA's).
- 24 HBA's must be included for hosts.
- Opal Compaq 7142 Rack(s) (inc. High Flow doors, extension & Stabilizing Kits) if 3rd party rack necessary. No generic racks.
- 1-year 24x7x4hr (parts and labor) on-site maintenance agreement for all SAN hardware and software (above warranty coverage).

Device two:

Key specifications are as follows:

- **5 TB** of data storage.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Fault tolerant architecture. A minimum of two storage connectivity paths (no single point of failure) between any server and its associated storage device(s).
- Fibre channel switches of sufficient quantity for hosts, tape libraries, etc.
- 2 GB Fibre Channel front end and back end port connectivity.
- Dynamic I/O load balancing.
- Non-disruptive upgrades of hardware microcode.
- Non-disruptive storage scalability.
- Disk hot-swapping capability.
- Data integrity and security capabilities must be incorporated in the storage infrastructure.
- Redundant power and cooling.
- Support multiple RAID level groups.
- RAID controllers with battery backup independent of other hardware.
- Connection for 12 host servers.
- 2 GB Host Bus Adapters (HBA's).
- 24 HBA's must be included for hosts.
- Opal Compaq 7142 Rack(s) (inc. High Flow doors, extension & Stabilizing Kits) if 3rd party rack necessary. No generic racks.
- 1-year 24x7x4hr (parts and labor) on-site maintenance agreement for all SAN hardware and software (above warranty coverage).

SAN Management

The Vendor shall provide Storage Resource Management (SRM) software tools to monitor the SAN environment. The SRM software shall support the collection and implementation of user defined policies within the storage environment. SAN data management shall provide automated actions based on storage policies and take action based on the policies that have been previously set. Policies could be used for automating data management, enforcing service level agreements and auto-provisioning storage. SRM software shall provide standard features including device discovery, multiple topology views, event management, reporting capabilities, auto-provisioning, security management, capacity planning, performance monitoring and resource allocation. The data collected through monitoring shall be forwarded to a centralized monitoring tool.

Device one:

Key specifications are as follows:

- Single point of control storage administration console.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Online tools must support diagnostics and capacity forecasting.
- Non-disruptive upgrades of storage software microcode.
- Policy-based automation for optimized use of SAN resources.
- Ensure that the SAN is secure by automatic configuration and ongoing enforcement of security settings in SAN devices.
- Must have the ability to set threshold based monitoring events, error rates, fan speed, switch temperature, port traffic, etc., to ensure high availability.
- Ability to predict results of alternative actions with minimum risk.
- Real-time performance and trends analyzer.
- Must support hardware and software zoning.
- Must support Access Control Lists (ACL's), including SNMP authentication and port based ACL's.
- Must provide dynamic updating of routes.
- Must provide proactive monitoring of environment, port, gigabit interface converter (GBIC), and fabric.
- Must support MS Exchange (5.5, 2000, and 2003) and Microsoft clustering technologies.
- Administrative console installs limited only by necessity.
- SAN configuration recovery process.

Device two:

Key specifications are as follows:

- Single point of control storage administration console.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Online tools must support diagnostics and capacity forecasting.
- Non-disruptive upgrades of storage software microcode.
- Policy-based automation for optimized use of SAN resources.
- Ensure that the SAN is secure by automatic configuration and ongoing enforcement of security settings in SAN devices.
- Must have the ability to set threshold based monitoring events, error rates, fan speed, switch temperature, port traffic, etc., to ensure high availability.

- Ability to predict results of alternative actions with minimum risk.
- Real-time performance and trends analyzer.
- Must support hardware and software zoning.
- Must support Access Control Lists (ACL's), including SNMP authentication and port based ACL's.
- Must provide dynamic updating of routes.
- Must provide proactive monitoring of environment, port, gigabit interface converter (GBIC), and fabric.
- Must support MS Exchange (5.5, 2000, and 2003) and Microsoft clustering technologies.
- Administrative console installs limited only by necessity.
- SAN configuration recovery process.

Integrated Backup System

SBCSD has selected two data recovery platforms: Tivoli Storage Manager (TSM) as its data backup and data recovery solution and CommVault's Galaxy for Exchange as the message archiving, backup and disaster recovery solution. The proposed SAN solution must include recommendations related to incorporating these technologies into the storage infrastructure.

Device one:

Key specifications are as follows:

- Compatible with current Tivoli Storage Manager in use.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Software management for tape pools and media inventory.
- LTO Ultrium Ultra-scalable Tape Library.
- 6 LTO Native Fiber Channel drives and 200 slots.
- Tape library format LTO2 Ultrium.
- Tape Library must have a barcode reader for tapes.
- Tape Library must include all hardware necessary to connect directly into SAN solution.
- Modular growth; expandable base frame/expansion frame.
- 24 slot import/export mailbox.
- Auto drive cleaning.
- Ability to "partition" slots/drives for backup jobs.
- Licenses for 3 additional backup Tivoli Storage Manager servers:
 - Remote-site Location (Device two).
 - Portable computer (computer provided by SBCSD).
 - IRNET backup Server (Server provided by SBCSD).
- The number of Tivoli client license(s) required shall be scoped to include all tape subsystems, backup/archive clients and serverless backups for entire SAN solution.
- 300 blank LTO tapes with barcode labels.
- Ability to do a "serverless" backup.
- Portable LTO Ultrium tape library.
 - Must include hardware necessary to connect to a notebook computer (computer provided by SBCSD).
- The Backup solution should provide defined service levels and ability to track them on an ongoing basis.

- 1 year 24x7x4hr (parts and labor) on-site maintenance agreement for all backup hardware (above warranty coverage).
- Must include IBM's "premier" 1 year 24x7 support and maintenance for all included TSM licenses.

Device two:

Key specifications are as follows:

- Compatible with current Tivoli Storage Manager in use.
- Compatible with MS Windows Operating System (v NT 4.0 and newer).
- Compatibility with MS Service Pack releases within a 90 day timeframe.
- Software management for tape pools and media inventory.
- LTO Ultrium Ultra-scalable Tape Library.
- 2 LTO Native Fiber Channel drives and 40 slots.
- Tape library format LTO2 Ultrium.
- Tape Library must have a barcode reader for tapes.
- Tape Library must include all hardware necessary to connect directly into SAN solution.
- Modular growth; expandable base frame/expansion frame.
- 6 slot import/export mailbox.
- Auto drive cleaning.
- Ability to "partition" slots/drives for backup jobs.
- SAN solution must provide all required licenses to support fiber channel or SCSI tape drives connected directly to the switch.
- Ability to do a "serverless" backup.
- The Backup solution should provide defined service levels and ability to track them on an ongoing basis.
- 1 year 24x7x4hr (parts and labor) on-site maintenance agreement for all backup hardware (above warranty coverage).
- Must include IBM's "premier" 1 year 24x7 support and maintenance for all TSM licenses.

MS Exchange backup and archive solution:

SBCSD has chosen CommVault's Galaxy for Exchange as the message archiving, backup and disaster recovery solution. The proposed SAN solution must include recommendations related to incorporating this technology into the storage infrastructure.

Key specifications are as follows:

- Must integrate with SAN architecture and devices including tape library.
- Must operate in a shared tape library environment with TSM.
- MS Exchange Disaster recovery capabilities.
- CommVault Galaxy license(s) needed to accomplish this must be provided for primary MS Exchange Server (multi-processor), secondary MS Exchange Server (multi-processor) and any clients necessary for administrative consoles.
- Must include CommVault's "premier" 1 year 24x7 support and maintenance for all Galaxy licenses.

Business Continuity and Disaster Recovery

SBCSD has chosen NSI's DoubleTake as data replication and disaster recovery solution. The proposed SAN solution must include recommendations related to incorporating this technology into the storage infrastructure.

Device one:

Key specifications are as follows:

- Servers must be synched to remote site (Device two) servers which come online in the event of primary site server failure (via configured policies).
- Failover and failback between sites for designated hosts.
- Synchronous and/or Asynchronous data replication modes.
- Replication for 12 host servers (MS Exchange, MS SQL, MS IIS, file server, etc.)
- Vendor solution must include all licenses for the maximum amount of host servers.
- Data snapshot for nondisruptive backups to tape.
- Enable rapid online restores from disk.
- Initial synchronization of data to remote site (Device two):
 - Approx. 1.5 TB of data will be synchronized immediately after storage solution is operational with assistance of Vendor.
 - SBCSD will provide schedule for data transfer.
 - Initial synchronization of data to be done locally at primary site.

Device two:

Key specifications are as follows:

- Servers must be synched to primary site (Device one) servers and come online in the event of primary site server failure (via configured policies).
- Failover and failback between sites for designated hosts.
- Synchronous and/or Asynchronous data replication modes.
- Replication for 10-12 host servers (MS Exchange, MS SQL, MS IIS, file server, etc.)
- Vendor solution must include all licenses for the maximum amount of host servers.
- Data snapshot for nondisruptive backups to tape.
- Enable rapid online restores from disk.
- Initial synchronization of data to primary site (Device one):
 - Once synchronized, Device two will be transported to remote site and deployed with the assistance of Vendor.
 - SBCSD will provide for safe transport of equipment.

C. Timeline

SBCSD requires an accurate and concise timeline of the installation and deployment schedule for all of the storage system components. Vendor shall provide:

1. A final schedule and timeline that will be agreed upon by both SBCSD and Vendor to be presented at the project kick-off meeting.
2. Status updates and/or management reports to communicate project progress on a weekly basis to ensure adherence to established timeline.
3. Vendor must ensure personnel are available within the timeline assigned to this project.

4. A project overview analysis report defining:
 - a. The current and the desired state of a consolidated data environment.
 - b. A project plan to optimize data management across the organization.
5. Documented implementation for the hardware and software deployment processes for each component of the SAN solution.

D. Documentation

Vendor shall provide the following documentation for the Storage Area Network:

1. Best-designed Storage Architecture document as well as a Best-practices document to support it are to be presented at the project kick-off meeting.
2. User Manuals for each SAN component.
3. System Administration Manuals for the management and replication/synchronization software.
4. Training Manuals in hardcopy and electronic format (Microsoft Word or PDF) with permission given to SBCSD to duplicate for internal training purposes.
5. Ensure identified and requested documentation are provided to SBCSD IT personnel within the timeline assigned to the project.
6. Provide a list of all documentation materials that are available and the documentation media (e.g., printed, CD-ROM, HTML, etc.).

E. Training

A complete knowledge transfer must take place, so SBCSD's IT administrators can independently manage the optimized information architecture, including the new policies, procedures, operational guidelines, and business recovery procedures.

1. Vendor shall provide hands-on training during the Storage Area Network deployment and advanced technical training on-site for the appropriate SBCSD staff.
2. Vendor shall provide and coordinate advanced user training as necessary for the appropriate SBCSD staff on hardware products; technology implemented and must include detailed product information for each and every software component deployed in the Storage Area Network (including TSM, NSI and CommVault).
3. Vendor must provide a list of all available training classes and indicate their individual training levels.
4. Provide a list of all available training classes that are recommended for the installation and daily management of the hardware and software proposed to meet the mandatory requirements of this RFP.
5. The number of personnel to be trained and hours will be decided during contract negotiations.

F. Performance

Include performance statistics for all products included in the SAN solution that is currently available and shipping. Provide particular test results, if available, for Microsoft products with particular emphasis on operations and backup of Microsoft Exchange, and Tivoli Storage Manager version 5.1. In addition, include performance statistics for soon-to-be shipping products to indicate possible future enhancement, provided these products are clearly identified as future enhancements. Provide test results from independent labs if available. If different product models are part of the proposal, note differences between the different models. Identify all sources for statistics used.

G. Fault Tolerance

Fault tolerance capabilities shall be described in detail. Include the following information as a minimum:

1. List the components, which could be either newly installed or replaced and become fully functional without disruption to the other components in the system (i.e., without requiring a power cycle or a system reload).
2. Describe the redundancy and fault tolerant capabilities provided by this solution. For all redundant components, describe failover times.
3. Describe all single points of failure
4. State the Mean Time Between Failure (MTBF) for all equipment components.

H. Adherence to Standards

Adherence to certain standards may be required as part of the SAN solution. Include the following information as a minimum:

1. List all of the standards with which the SAN solution is 100% compliant.
2. List any components in the solution that are not compliant with the standards listed above.
3. List all functions and features that are based on non-standardized (i.e., proprietary) technology.

I. Network Management

Network Management capabilities shall be described in detail. Include the following information as a minimum:

1. Describe and define the management solutions offered for the proposed system.
2. Describe the capabilities included for equipment configuration and management. What is the recommended method for configuring the equipment?
3. Describe the mechanism for backing up equipment configurations and restoring a configuration to a replaced equipment component.
4. Describe how the proposed equipment supports remote software downloads and any associated outages.
5. Describe what Network Management Software can be used and what network management platforms can be used.
6. Describe how the proposed system is able to detect problems with the multicast process and generate alarms. List the fault conditions that the proposed system is capable of monitoring.

J. Customer/Technical Support

Mandatory: Coverage shall be described in detail. Include the following information as a minimum:

1. Describe the hardware maintenance coverage available for the equipment in the proposed SAN solution.
2. Describe the software maintenance coverage available for the equipment in the proposed SAN solution.
3. Provide details on the number of Vendor support staff that is within San Bernardino County. Provide details of their knowledge of the systems and any industry certifications related to the implementation and maintenance of SAN equipment.
4. Describe Remote-access Customer Support services available for the equipment and software in the proposed SAN solution.
5. If remote connectivity is required by the Vendor, for any reason, they must agree to and sign SBCSD's "3rd Party Connection Agreement," which will be provided during the Mandatory Vendor Conference.

K. Future Enhancements

Proposed enhancements and changes for the proposed SAN solution in the next twelve months shall be identified as follows:

1. Describe future capabilities and enhancements being planned for the products identified in the response to this RFP.
2. Define the planned life-span of the system being installed, (MTBF on drives, controllers, etc.).

L. Hardware Maintenance Contract

Hardware maintenance costs shall be described in detail. Include the following information as a minimum:

1. Detail the associated costs on a one year 24x7x4hr (parts and labor) maintenance agreement for all hardware. The second and third year of the hardware maintenance agreement contract will not be covered in the RFP; therefore the associated costs shall not be included in the RFP project and **must be detailed separately**. Proposed pricing must be included. SBCSD will provide a funding source for the second and third year, when the first year's contract expires, but not in advance.
2. Provide a description of hardware maintenance coverage (i.e. Points-of-Contact, problem escalation procedures, response times, etc.).

M. Software Maintenance Contract

Software maintenance costs shall be described in detail. Include the following information as a minimum:

1. Detail the associated costs on a one year 24x7x4hr maintenance agreement for all software. The second and third year of the software maintenance agreement contract will not be covered in the RFP; therefore the associated costs shall not be included in the RFP project and **must be detailed separately**. Proposed pricing must be included. SBCSD will provide a funding source for the second and third year, when the first year's contract expires, but not in advance.
2. Provide a description of software maintenance coverage (i.e. software patches, software upgrades, etc.).

N. Project Cost Summary

The Vendor shall provide a summary in Microsoft Excel outlining the cost for the proposed system. This spreadsheet shall be presented as a "Project Cost Summary." Include the spreadsheet with the response on CD-ROM disk or on diskette.

O. Recommended Policies / Best Practices

Document the recommended policies and best practices for efficient usage of the Storage Infrastructure.

1. Device, Channel, Cache, Network and File System utilization limits.
2. RAID levels by data and application type.
3. Backup media management practices.
4. Monitoring and Alert thresholds.
5. Data retention and archival thresholds.

P. Warranty

Describe the warranty terms and conditions for all equipment included in the response to this proposal. Detail differences between what is provided via Warranty coverage and Maintenance Contracts.

Q. Environmental

Describe environmental requirements of any equipment that is included in the proposal such as footprint and power requirements.

R. Systems Inventory

Detailed information of the proposed host servers requiring connectivity will be provided during the Mandatory Proposal Conference. Please refer to Minimum Hardware and Functional Requirements, section B. in Scope of Work, for generic information.

S. Remote Connectivity

If remote connectivity is required by the Vendor, for any reason, they must agree to and sign SBCSD's "3rd Party Connection Agreement," which will be provided during the Mandatory Vendor Conference.

*** END OF THIS SECTION ***

V. CONTRACT REQUIREMENTS

A. General

1. Employee Background Information

In the event a Vendor is selected for a contract, the vendor shall submit biographical and fingerprint information for each person who shall be engaged in performing any part of the installation. The biographical and fingerprint information shall be sufficient to allow SBCSD to perform security background checks on all such persons. Vendor agrees to prohibit any person identified by SBCSD as a security risk as a result of negative background checks, from SBCSD facilities and electronic access.

2. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

3. Taxes

SBCSD is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. SBCSD shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to SBCSD pursuant to the Contract.

4. Risk of Loss or Damage

Vendor shall bear all risk of loss or damage to Hardware and Software until delivered and installed to SBCSD locations. After Hardware and Software are delivered and installed, SBCSD bears all risk of loss or damage, except loss or damage attributable to Vendor negligence; defects that SBCSD could not reasonably have discovered prior to Functional Acceptance; or Vendor breach of the Contract.

5. Performance Bond

Within ten (10) working days prior to the start of work, Vendor shall procure and submit to SBCSD evidence of security for performance under the Contract and any modifications thereto.

The amount of the performance bond shall be for 50% of the final Contract amount. The performance bond shall be procured at the expense of Vendor. The performance bond shall be obtained through any reputable surety company licensed to do business in the State of California.

The performance bond shall specifically refer to the Contract and shall bind the surety of all the terms and conditions of the Contract, whether or not Vendor or any particular subcontractor performs the particular term or condition.

The performance bond shall be paid up and in effect for six months after the completion of Functional Acceptance Testing as defined in the Contract.

6. Representation of the County

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

7. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to SBCSD inquiries within two- (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of SBCSD.

8. Change of Address

Vendor shall notify SBCSD in writing, of any change in mailing address within ten (10) business days of the change.

9. Subcontracting

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from SBCSD. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

10. Agreement Assignability

Without the prior written consent of SBCSD, the agreement is not assignable by Vendor either in whole or in part.

11. Agreement Amendments

Vendor agrees any alterations, variations, modifications, or waivers or provisions of the Agreement shall be valid only when reduced to writing, duly signed and attached to the original Agreement and approved by the required persons.

12. Termination for Convenience

SBCSD, for its convenience, may terminate in whole or in part upon thirty (30) calendar days written notice, this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to SBCSD and transfer title, if necessary, all complete work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

13. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section V, sub-section B 1. Indemnification.

14. Venue and Choice of Law

This contract shall be governed by the laws of the State of California. The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino

County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-part, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

15. Jury Trial Waiver

Vendor and SBCSD/County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against SBCSD/County or SBCSD/County against Vendor on any matter arising out of, or in any way connected with this Agreement, the relationship of Vendor and SBCSD/County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

16. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify SBCSD immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this agreement.

17. Labor Laws

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRATOR shall forfeit to SBCSD the penalties prescribed in the Labor Code for violations.

18. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify SBCSD within one-(1) working day, in writing and by telephone.

19. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

20. Inaccuracies or Misrepresentations

If in the administration of an Agreement, SBCSD determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to SBCSD during the RFP process; the Agreement may be immediately terminated. In the event of a termination under this provision, SBCSD is entitled to pursue any available legal remedies. A performance bond of 50% of the Agreement price may be required.

21. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items

of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

SBCSD, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, SBCSD is entitled to pursue any available legal remedies.

22. Recycled Paper Products

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with SBCSD. The policy also requires Contractors to use both sides of paper sheets for reports submitted to SBCSD whenever practicable.

23. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this Agreement shall be considered property of SBCSD upon payment for product/services. All such items shall be delivered to SBCSD at the completion of work under this Agreement, subject to the requirements of Section V, sub-section A 13 (Termination for Convenience). Unless otherwise directed by SBCSD, Vendor may retain copies of such items.

24. Notice Regarding Public Disclosure of Contents of Proposal

All responses to this Request for Proposals (RFP) shall become the exclusive property of SBCSD and the COUNTY. At such time as SBCSD recommends any CONTRACTOR to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the VENDOR as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a VENDOR desires not be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. SBCSD or the COUNTY shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

25. Confidentiality of Records, etc.

Confidentiality of all programs, records, financial affairs, County relations to its customers and its employees, as well as any other information which may be specifically classified as confidential by SBCSD or the County of San Bernardino in writing to Vendor pursuant to any law relating to privacy and

confidentiality as now in existence or as hereafter enacted shall be considered confidential and kept confidential by Vendor and Vendor staff, agents or employees. Upon request of SBCSD, Vendor's staff may be required to sign and return a statement of confidentiality from each person having access to data while in the Vendor's possession. All materials submitted in response to this RFP become the property of SBCSD.

B. Intellectual Property Indemnification Provisions

The provisions of the following two paragraphs shall apply notwithstanding any other provision of this agreement.

VENDOR shall, at its expense, defend, indemnify, and hold harmless COUNTY from, any claim or action against COUNTY which is based on a claim that COUNTY'S use of the system, or any one or part thereof, under this Agreement infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, and VENDOR shall pay all costs, liabilities, damages and costs (including reasonable attorneys' fees) caused by or arising from such claim, provided that VENDOR is promptly given notice of such claim.

In case the system or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, VENDOR shall, at its own expense and in the following order of priorities: procure for COUNTY the right to continue using the system; modify the system to comply with the specifications and to not violate any intellectual property rights; or retrieve any or all system upon receipt of notice from COUNTY and refund any costs paid by the COUNTY for the System.

C. Confidential Information Indemnification Provisions

The provisions of the following six paragraphs shall apply notwithstanding any other provision of this agreement.

Confidential Information – Definition: Subject to applicable State and County laws and regulations: the Data; COUNTY's trade secrets, designs, drawings, specifications, computer programs; COUNTY client and employee information, technical data, proprietary processes or designs; other information designated as confidential by COUNTY; or information which is designated by COUNTY as its Confidential Information by either (a) placing a "Confidential" or "Proprietary" legend on such written information or (b) informing the recipient of such information that is disclosed orally and/or visually that it is "Confidential" or "Proprietary" at the time of such initial oral or visual disclosure and that is later designated in writing by the COUNTY as its Confidential Information.

During the term of the Agreement, VENDOR may have access to and become acquainted with COUNTY's Confidential Information. VENDOR, and each of their officers, employees, contractors and agents, shall maintain all Confidential Information of the COUNTY in strict confidence and will not at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors, contractors and agents requiring such information, as authorized in writing by the COUNTY, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. VENDOR shall take all steps necessary, including without limitation oral and written instructions to all employees, Subcontractors and Staff, to safeguard the COUNTY's Confidential

Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement.

VENDOR will immediately report to COUNTY any and all unauthorized disclosures or uses of COUNTY's Confidential Information of which it or its Staff is aware or has knowledge. VENDOR acknowledges that any publication or disclosure of COUNTY's Confidential Information to others may cause immediate and irreparable harm to COUNTY. If VENDOR should publish or disclose such Confidential Information to others without authorization, COUNTY shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. VENDOR shall indemnify and hold harmless COUNTY from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from VENDOR's failure to protect COUNTY's Confidential Information.

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the COUNTY; information lawfully obtainable by the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed VENDOR independently of any disclosures made by the COUNTY of such information; or information which is disclosed by a Party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the public.

The terms and provisions of this Section shall be binding upon VENDOR and all of its officers, employees, agents, who have direct or indirect access to the System, its components and/or derivative parts.

D. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless SBCSD, the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCSD on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to SBCSD that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SBCSD, the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above required coverage's to waive all rights of subrogation against SBCSD, the COUNTY, its officers, employees, agents, volunteers, Vendors, and subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SBCSD.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by SBCSD and the COUNTY. The COUNTY'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is

not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Vendor agrees to execute any such amendment within thirty- (30) days of receipt.

E. Right to Monitor and Audit

1. Right to Monitor

SBCSD, the COUNTY and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with SBCSD in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by SBCSD. In the event SBCSD determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any manner, SBCSD will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or SBCSD at its option may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this Agreement or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

*** END OF THIS SECTION ***

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Colored displays, promotional materials, etc., are neither necessary, nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of SBCSD. All proposals received are subject to the "California Public Records Act".

B. Proposal Presentation

1. All proposals must be submitted on 8 1/2" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and six (6) copies, total of seven (7), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone number, RFP number, RFP Title, and Proposal due date to:

Dave Rozonsky

San Bernardino County Sheriff's Department
Technical Services Manager
655 East Third Street
San Bernardino, CA 92415

Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by SBCSD. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Vendors must provide the following information in the following format:

1. Cover Page

Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.

2. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Statement of Experience

Include the following in this section of the proposal:

- a) Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
- b) Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
- c) A statement that the prospective Contractor has a demonstrated capacity to perform the required services.

D. Vendor's Financial Capability

Vendor must include a complete set of independently audited financial statements, including notes to the financial statements, for the last two (2) fiscal years to be eligible for the highest consideration during the review process. At a minimum, Vendor shall provide the last two (2) years balance sheets as of the last day of the Vendor's fiscal year, certified as true and correct by an owner/officer.

E. Statement of Certification

Completed, initialed, and signed Statement of Certification, Attachment C.

F. Proposal Description

Provide a detailed description of the proposal.

- a. Brief synopsis of the Vendor's understanding of SBCSD's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
- b. Brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.
- c. Mandatory Vendor Requirements – Completed, initialed, and signed Mandatory Vendor Requirements, Attachment B.

G. Pricing

Completed, proposed pricing on Attachment D, Proposed Pricing. These rates shall **already** include technical salaries, fringe benefits, and the Vendor's overhead and profit.

H. Insurance

Submit evidence of ability to insure as stated in Section V, sub-section B 2, Indemnification and Insurance Requirements.

I. Exceptions to RFP

Complete Exceptions to RFP form (Attachment F) in which Vendor lists any exceptions to or deviations from the requirements of the RFP. VENDOR must fully and clearly state and explain the basis for the exception. If there are no exceptions, a statement to that effect must be made. If the exceptions taken are contrary to

COUNTY and/or SBCSD policy, at the sole discretion of SBCSD, the proposal may be rejected. VENDORS failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. VENDORS are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by VENDORS recommendations.

J. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request For Proposal being deemed non-responsive.

K. References

Provide five (5) references from other law enforcement agencies or business clients that you have established a contract with on a project of this nature, of same or similar size as SBCSD. Provide Name of Company, Contact Name, Address, Phone Number, and dates services were provided and a brief description of the work performed for the client. This information must be included on Attachment E, References

*** END OF THIS SECTION ***

VII. EVALUATION OF PROPOSALS

A. Evaluation Process

All proposals will be subject to a standard review process developed by SBCSD. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria

1. Initial Review

- a.** The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b.** Prospective Vendors must have attended the Mandatory Proposal Conference.
- c.** Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in Attachment B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by SBCSD to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or SBCSD may elect to waive the deficiency and accept the proposal.

2. Final Review

Selection will be based on determination of which proposal best meets the needs of SBCSD and the requirements of this RFP. Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a.** Proposed cost of service, Attachment D, Proposed Pricing.
- b.** Vendor's qualifications and experience in installing similar type equipment/systems and where a SAN is currently installed and operational. This review will be based upon three (3) of the five (5) references provided.
- c.** Vendor's proposed architecture Scalability and Availability.
- d.** Vendor's implementation Plan.
- e.** Vendor's recommended Best Practices.
- f.** Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- g.** Vendor's proposed architecture to achieve the Scope of Work, as outlined in Section IV.
- h.** System integration with current backup software Tivoli Storage Manager server/client (v5 release 1).

C. Evaluation Committee

The evaluation team will consist of representatives selected by SBCSD.

D. Disputes Relating to Proposal Process

1. In the event a dispute arises concerning the proposal process or award of the contract, the party wishing resolution of the dispute shall submit a request in writing to Captain Rodney Hoops. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal request must be in writing.
 - b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters, as applicable.
2. An appeal of a **denial of award** can only be brought on the following grounds:
 - a. Failure of SBCSD to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
3. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:
San Bernardino County Sheriff's Department
ATTN: Capt. Rodney Hoops
655 East Third Street
San Bernardino, CA 92415

E. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

*** END OF THIS SECTION ***

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**ATTACHMENT A
PROPOSAL FOR STORAGE AREA NETWORK – COVER PAGE**

VENDOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

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ATTACHMENT B
MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all Prospective Vendors:

Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
Does Vendor possess and maintain all appropriate licenses necessary in the performance of duties required under this proposal? Will Vendor provide copies of licenses upon request?		
Does Vendor have a minimum of five (5) years experience in providing the hardware for systems similar to what is being requested in this RFP?		
Did Vendor have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP)?		
Can Vendor negotiate a warranty that includes original major components and performance of the hardware?		
Is Vendor licensed to do business in the State of California?		

SignatureDate

Print name

Company

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ATTACHMENT C
STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Computer Equipment in response to a San Bernardino County Sheriff's Department RFP.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle SBCSD to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	SBCSD will be provided with any other information it determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

Signature

Date

Print name

Company

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ATTACHMENT D PROPOSED PRICING

Note: The tables should be used to list and describe all components and or software packages of this RFP. Pricing should include shipping and handling charges for delivery in San Bernardino, California, but should exclude applicable sales tax. Copy any sheet if more space is required.

[illegible]

[illegible]

[illegible]

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**ATTACHMENT E
REFERENCES**

Company Name and Address	Contact Name	Phone Number	Dates services provided (from/thru)

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Attachment F
Exceptions to RFP

CONTRACTOR NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

- ☐ I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____ Date _____